



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

into secret contract to avoid competition and to combine their bids in such way as to secure higher price for work and then to divide profits, while appearing to bid against each other. One of the parties was awarded the construction of the public works and executed the same and received the profits. The other party now sues for partition of such profits according to contract. The Court held such a contract illegal and refused relief.

Contract—Subscription—First M. E. Church in Ft. Madison v. Donnell, 64 N. W. Rep. 412 (Iowa). A subscription paper to a church fund, containing an unqualified promise to pay, was read to the congregation. The defendant announced the amount of her subscription, and it was placed on the list by an official of the church with her knowledge and consent. Held, that the defendant's subscription so obtained constituted a contract in writing and that the defendant was bound thereby.

Corporations—Use of Electricity by Illuminating Companies—Regulation by Cities.—State ex rel. Laclede Gas Light Co. v. Murphy, 31 S. W. Rep. 594. An illuminating company substituted electricity for gas for lighting purposes. It was held that, as the company's charter had been granted before electric lighting was known, and general police power had been afterward granted to the city, the company must exercise its rights subject to city ordinances relating to underground wires in the streets.

Due Process of Law—Membership in Labor Union—Special Legislation.—State v. Julow, 31 S. W. Rep. 781 (Mo.). A statute which makes it unlawful for an employer to require his workmen to withdraw from trade or labor unions is unconstitutional. No state may deprive any person of life, liberty or property without due process of law. These rights carry with them all the attributes necessary to their complete and unrestrained enjoyment one of which is the right of an employer to make and terminate a contract when he pleases. This statute is special legislation as well for it refers not to workingmen as a class, but to those merely who belong to an organization, and are a particular portion of the class.

Injunction—Removal of Wall.—Norton v. Elwert, 41 Pac. Rep. 926 (Oregon). When the boundary line between adjoining lots for a space fifty feet in length and one and one-half in breadth was in dispute, and one owner had commenced the erection of a building the north wall of which covered the disputed territory,

complaint was filed by the other claimant of the disputed ground; and a mandatory injunction sought to compel the removal of the wall and for damages. The question of boundary having been referred and found in favor of the plaintiff, it was held, that a perpetual injunction would lie to compel the removal of the wall without resort to law to determine title, the title and right of possession being incident merely to the question of boundary.

Liabilities of County Commissioners.—*Warden v. Witt et al.*, 39 Pacific Rep. 1114 (Idaho). The plaintiff brought suit against the defendants as commissioners of a county for injuries alleged to have been sustained by him in crossing a certain county bridge, by reason of defects in the same. It was held that a County Commissioner is not individually liable in damages for injuries sustained because of defective highways, for the reason that it would result in the abrogation of the office (because no sane man would assume the position with such a liability attached).

Liability of Wharfingers—*Fire Communicated to vessel by floating oil.*—*Hustede et al. v. Atlantic Refining Co.*, 68 Fed. Rep. 669. A vessel on its way to an oil wharf where the water is of necessity covered with oil, caught fire, and suit was brought against the wharfinger to recover damages resulting therefrom. Held, that the wharfinger was not liable for the damage done, as the vessel had to take its own risk in going to the wharf, and the wharfinger was not responsible for the escape of oil from sources over which he had no control, nor liable for fire communicated by the oil from premises not owned by him.

Marriage—Divorce—Conflict of Laws—Foreign Judgment—Jurisdiction.—*McCreery v. Davis*, 22 S. E. Rep. 178 (S. C.). Plaintiff sued to compel acceptance of deeds to land by defendant, who refused upon the ground that the title was defective in that the deeds were not signed by plaintiff's wife. Plaintiff's wife had secured a divorce in Illinois, without personal service on her husband, upon grounds not recognized in New York where the marriage took place, nor in South Carolina where the plaintiff lived. Held, that marriage is a civil contract, not a *res* or status; that the common-law doctrine of divorce obtains in South Carolina; and that the wife still had a dower in the lands, hence her signature was necessary to create a perfect deed.

Powers of Congress—Postoffice—Lotteries.—*Enterprise Lot. Assn. v. Zumstein, P. M.*, 67 Fed. Rep. 1000 (Ohio). The complainant